

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

-----X
NICHOLAS VAGLICA, :
on behalf of Plaintiff and the class members :
described below, :
 :
Plaintiff, :
 :
vs. :
 :
RADIOLOGY PARTNERS INC.; :
EMPIRE STATE RADIOLOGY, P.C.; :
and FROST-ARNETT COMPANY, :
 :
Defendants. :
-----X

COMPLAINT – CLASS ACTION

1. Plaintiff brings this action to secure redress against Defendants for attempting to collect from patients amounts disallowed by no-fault insurance carriers.

JURISDICTION AND VENUE

2. This Court has jurisdiction under the Class Action Fairness Act, 28 U.S.C. §1332(d).

3. There are more than 100 members of each class. The parties are of minimally diverse citizenship, as set forth below. The amount in controversy exceeds \$5 million on a classwide basis, exclusive of interest and costs.

4. Personal jurisdiction is proper because:

- a. Defendants do business in New York;
- b. Defendants sought to enforce a purported contract between a New York resident and a New York medical provider.

5. Venue is proper because the events complained of occurred in this District.

6. Article III is satisfied because Defendants claim that Plaintiff owes them money for

medical services. Plaintiff denies that he owes Defendants anything because the charges or billing was for services submitted to a no-fault motor vehicle insurance carrier. Plaintiff seeks a declaration that he and others similarly situated do not owe Defendants money, an injunction against further collection efforts, and statutory damages for the improper collection efforts.

PARTIES

7. Plaintiff Nicholas Vaglica is a resident of Hicksville, New York.

8. Defendant Radiology Partners, Inc., is a Delaware corporation with principal offices located at 2330 Utah Avenue, Suite 200, El Segundo, CA 90245. Its registered agent and office is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

9. Defendant “Radiology Partners, through its owned and affiliated practices, is a leading radiology practice in the U.S., serving hospitals and other healthcare facilities across the nation.” (<https://www.practicematch.com/employer/radiology-partners-physician-jobs/illinois>)

10. Defendant Radiology Partners, Inc., has owned or affiliated practices in at least the following states: Alaska, Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kentucky, Massachusetts, Missouri, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Washington, West Virginia, Wisconsin, and Wyoming. (This is based on current non-remote employment listings on its website.

11. Several of these states, including New York, Florida and Hawaii, have “no fault” compensation schemes for auto accidents that preclude medical providers from “balance billing” injured persons for amounts disallowed by no-fault carriers.

12. Defendant Radiology Partners, Inc., provides the management, human resources and billing services needed by its owned and affiliated radiology practices.

13. Defendant Empire State Radiology, P.C., is a New York corporation with principal offices located at 2330 Utah Avenue, Suite 200, El Segundo, CA 90245.

14. Defendant Empire State Radiology, P.C., provides radiology services.

15. Defendant Empire State Radiology, P.C., has offices in more than 20 New York hospitals (Exhibit A); in addition, “we also read for many other offices across the tri-state area.”

(<https://www.empirestateradiology.com/our-locations/>)

16. Defendant Empire State Radiology, P.C., is one of the owned or affiliated practices of Defendant Radiology Partners, Inc.

17. Defendant Empire State Radiology, P.C., states on its website (Exhibit B) that “Empire State Radiology is a Radiology Partners practice. References to RadPartners, Radiology Partners and RP include its consortium of radiology practices across the U.S. that are licensed to practice medicine and provide patient care.” (<https://www.empirestateradiology.com/contact-us/>)

18. Defendant Radiology Partners, Inc., bills for the services of Defendant Empire State Radiology, P.C., and is its authorized agent for that purpose.

19. Defendant Empire State Radiology, P.C., operates some of the offices referred to on the website of Radiology Partners, Inc.

20. Defendant Empire State Radiology, P.C., regularly performs services with respect to patients injured in motor vehicle accidents in New York.

21. Over 100,000 New York residents are injured in motor vehicle accidents each year.

22. Radiology services are routinely performed with respect to such persons.

23. Defendant Radiology Partners, Inc., regularly bills for services performed by members of its “consortium of radiology practices” with respect to patients injured in motor vehicle accidents in New York and other states that have no-fault insurance schemes for motor vehicle

accidents.

24. Defendant Frost-Arnett Company is a Tennessee corporation with principal offices at 2105 Elm Hill Pike, Suite 200, Nashville, TN 37210.

25. Defendant Frost-Arnett Company is engaged in the business of a collection agency, using the mails, telephone system and Internet to collect debts for others.

26. Defendant Radiology Partners, Inc., retained Defendant Frost-Arnett Company to dun patients of Empire State Radiology, P.C., and other radiology practices Empire State bills for.

FACTS

27. In April 2023, Plaintiff was injured in a motor vehicle accident in New York state and received medical treatment as a result.

28. Among the treatment received were radiology services provided by Empire State Radiology, P.C.

29. Pursuant to the “Comprehensive Motor Vehicle Insurance Reparations Act,” New York CLS Insurance Law § 5101 et seq., Radiology Partners, Inc., submitted the charges of Empire State Radiology, P.C., to the no-fault carrier, Nationwide Affinity Insurance Company of America, which allowed them in part.

30. The determination was sustained on review (Exhibit C).

31. Empire State Radiology, P.C., and Radiology Partners, Inc., were prohibited from seeking from Plaintiff any balance remaining after the no-fault carrier’s payment.

32. New York CLS Insurance Law § 5108 provides:

Limit on charges by providers of health services

(a) The charges for services specified in paragraph one of subsection (a) of section five thousand one hundred two of this article and any further health service charges which are incurred as a result of the injury and which are in excess of basic economic loss, shall not exceed the charges permissible under the schedules prepared and established by the

chairman of the workers' compensation board for industrial accidents, except where the insurer or arbitrator determines that unusual procedures or unique circumstances justify the excess charge.

(b) The superintendent, after consulting with the chairman of the workers' compensation board and the commissioner of health, shall promulgate rules and regulations implementing and coordinating the provisions of this article and the workers' compensation law with respect to charges for the professional health services specified in paragraph one of subsection (a) of section five thousand one hundred two of this article, including the establishment of schedules for all such services for which schedules have not been prepared and established by the chairman of the workers' compensation board.

(c) **No provider of health services specified in paragraph one of subsection (a) of section five thousand one hundred two of this article may demand or request any payment in addition to the charges authorized pursuant to this section.** Every insurer shall report to the commissioner of health any patterns of overcharging, excessive treatment or other improper actions by a health provider within thirty days after such insurer has knowledge of such pattern. (Emphasis added)

33. Other "no fault" states in which Radiology Partners, Inc., have radiology practices have similar prohibitions. Fla. Stat. Ann. § 627.736(5)(a)4. ("If an insurer limits payment as authorized by subparagraph 1., the person providing such services, supplies, or care may not bill or attempt to collect from the insured any amount in excess of such limits, except for amounts that are not covered by the insured's personal injury protection coverage due to the coinsurance amount or maximum policy limits"); Hawaii Rev. Stat. §431:10C-308.5(f) ("(f) The provider of services described in section 431:10C-103.5(a) shall not bill the insured directly for those services but shall bill the insurer for a determination of the amount payable. The provider shall not bill or otherwise attempt to collect from the insured the difference between the provider's full charge and the amount paid by the insurer.").

34. Empire State Radiology, P.C., and Radiology Partners, Inc., nevertheless proceeded to bill Plaintiff for the amounts not allowed by the no-fault carrier.

35. Shortly after June 22, 2023, Plaintiff received the bill in Exhibit D.

36. On or about September 20, 2023 Defendant Frost-Arnett Company sent Plaintiff

the collection letter in Exhibit E.

37. On or about October 2, 2023, Plaintiff sent Defendant Frost-Arnett Company the letter in Exhibit F, disputing the debt on the specific ground that the services were covered by no-fault insurance. Plaintiff paid to have it sent certified mail. (Exhibit G).

38. On or about October 20, 2023, Defendant Frost-Arnett Company sent Plaintiff the letter in Exhibit H, enclosing the account statement of Empire State Radiology, P.C., and stating that “we will continue collection efforts on behalf of the creditor after mailing this response.”

39. Thus, Defendants are thus insisting that Plaintiff pay them for services submitted to a New York no-fault insurance carrier, above and beyond the amount allowed by the no-fault carrier.

40. It is the policy and practice of Defendants to insist that patients pay them for services submitted to a New York no-fault insurance carrier, above and beyond the amount allowed by the no-fault carrier.

41. Such practice will continue unless enjoined by this Court.

42. Defendants’ demands for payment by patients above and beyond the amount allowed by the no-fault carrier are materially deceptive and misleading, in that they inform the patient (a) that such liability exists and (b) that Defendants have a right to dun the patient. In fact, no such liability exists, and Defendants do not have a right to try to collect anything from the patient.

43. Defendants’ demands for payment by patients above and beyond the amount allowed by the no-fault carrier damage the patients, in that they are purportedly obligated for such payments on the books and records of Defendants. *Bible v. United Student Aid Funds, Inc.*, 799 F.3d 633, 651 (7th Cir.), reh’g denied, 807 F.3d 839 (7th Cir. 2015).

44. Defendants' demands for payment by patients above and beyond the amount allowed by the no-fault carrier damage the patients, in that they must spend time and money dealing with such demands.

**COUNT I – DECLARATORY AND EQUITABLE RELIEF
CONCERNING CONTRACT OBLIGATIONS**

45. Plaintiff incorporates paragraphs 1-44.

46. There is a controversy between Plaintiff and the class members, on the one hand, and Defendants, on the other, as to whether Plaintiff and the class members owe money to Defendants on account of the medical services provided to them.

47. Plaintiff is entitled to bring an action for a declaratory judgment that Plaintiff and the class and subclass members do not owe the sums claimed from them. "By its nature, a declaratory judgment action is a defensive action which allows a prospective defendant to sue to establish its nonliability." *Short Circuit Elecs. v. Seliger*, 06cv0984, 2007 U.S. Dist. LEXIS 111657, at *3 (W.D. Mo. Sep. 14, 2007), citing *Beacon Theatres, Inc. v. Westover*, 359 U.S. 500 (1959); *Davis v. Bank of America, N.A.*, 515 F. Supp. 3d 858, 859 (N.D. Ill. 2021) (sustaining claim for "declaratory and injunctive relief under Illinois law, asking me to declare that they do not owe BANA the debt in question"), citing *Tepper v. County of Lake*, 233 Ill. App. 3d 80, 598 N.E.2d 361, 362 (2d Dist. 1992) (allowing action for similar declaration).

48. Any members who did pay are entitled to refunds.

CLASS ALLEGATIONS

49. Plaintiff brings this claim on behalf of two classes, pursuant to Fed.R.Civ.P. 23(a) and 23(b)(2) or alternatively 23(b)(3).

50. The Radiology Partners class consists of (a) all individuals (b) covered by a New York, Florida or Hawaii no-fault automobile insurance policy, (c) who were provided services by one

of the firms for which Radiology Partners bills (d) where the bill for such services was submitted to the no-fault carrier and not paid in whole or part (e) where Radiology Partners attempted to collect the unpaid sums from the individual, directly or through a debt collector, (f) where the bill remains outstanding or was paid on or after a date 6 years prior to the filing of this action.

51. The Frost class consists of (a) all individuals (b) covered by a New York, Florida or Hawaii no-fault automobile insurance policy, (c) who were provided medical services (d) where the bill for such services was submitted to the no-fault carrier and not paid in whole or part (e) where Frost-Arnett Company attempted to collect the unpaid sums from the individual, (f) where the bill remains outstanding or was paid on or after a date 6 years prior to the filing of this action.

52. Plaintiff may alter the class definitions to conform to developments in the case and discovery.

53. On information and belief, there are more than 40 members of each class, and each class is so numerous that joinder of all members is not practicable.

54. Defendants have acted on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.

55. Alternatively, there are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. Whether Defendants have a policy of attempting to collect from patients amounts disallowed by no-fault insurance carriers; and
- b. Whether such practice is unlawful.

56. Plaintiff's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

57. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and consumer litigation.

58. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class members and against Defendants for:

- i. A declaration that Defendants are not entitled to collect from patients amounts disallowed by no-fault insurance carriers;
- ii. An injunction against further collection activities;
- iii. A refund of amounts paid by the patients that represent amounts disallowed by no-fault insurance carriers;
- iv. Costs;
- v. Such other and further relief as the Court deems proper.

COUNT II – GENERAL BUSINESS LAW §349

59. Plaintiff incorporates paragraphs 1-44.

60. Defendants violated NY General Business Law §349 when they sent one or more communications to a patient seeking amounts disallowed by a New York no-fault insurance carrier.

61. NY General Business Law §349 provides:

(a) Deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are hereby declared unlawful. . . .

(g) This section shall apply to all deceptive acts or practices declared to be unlawful, whether or not subject to any other law of this state, and shall not supersede, amend or repeal any other law of this state under which the attorney general is authorized to take any action or conduct any inquiry.

(h) In addition to the right of action granted to the attorney general pursuant to this section, any person who has been injured by reason of any violation of this section may bring an action in his own name to enjoin such unlawful act or practice, an action to recover his actual damages or fifty dollars, whichever is greater, or both such actions. The court may, in its discretion, increase the award of damages to an amount not to exceed three times the actual damages up to one thousand dollars, if the court finds the defendant willfully or knowingly violated this section. The court may award reasonable attorney's fees to a prevailing plaintiff. . . .

CLASS ALLEGATIONS

62. Plaintiff brings this claim on behalf of two classes, pursuant to Fed.R.Civ.P. 23(a) and 23(b)(3).

63. The Radiology Partners class consists of (a) all individuals (b) covered by a New York no-fault automobile insurance policy, (c) who were provided services by one of the firms for which Radiology Partners bills (d) where the bill for such services was submitted to the no-fault carrier and not paid in whole or part (e) where Radiology Partners attempted to collect the unpaid sums from the individual, directly or through a debt collector, (f) where the bill remains outstanding or was paid on or after a date 6 years prior to the filing of this action.

64. The Frost class consists of (a) all individuals (b) covered by a New York no-fault automobile insurance policy, (c) who were provided medical services (d) where the bill for such services was submitted to the no-fault carrier and not paid in whole or part (e) where Frost-Arnett Company attempted to collect the unpaid sums from the individual, (f) where the bill remains outstanding or was paid on or after a date 6 years prior to the filing of this action.

65. Plaintiff may alter the class definitions to conform to developments in the case and discovery.

66. On information and belief, there are more than 40 members of each class, and each class is so numerous that joinder of all members is not practicable.

67. There are questions of law and fact common to the class members, which common

questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. Whether Defendants have a policy of attempting to collect from patients amounts disallowed by New York no-fault insurance carriers; and
- b. Whether such practice is unlawful.

68. Plaintiff's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

69. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and consumer litigation.

70. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class members and against Defendants for:

- i. Actual damages, including all amounts collected from class members and any amounts they spent responding to Defendants' demands for payment;
- ii. Statutory damages;
- iii. Attorney's fees, litigation expenses and costs of suit;
- iv. Such other and further relief as the Court deems proper.

JURY DEMAND

Plaintiff demands trial by jury.

/s/ Abraham Kleinman
Abraham Kleinman

Abraham Kleinman
KLEINMAN LLC
626 RXR Plaza
Uniondale, NY 11556-0626
(516) 522-2621
(888) 522-1692 (FAX)
akleinman@kleinmanllc.com

Heather A. Kolbus
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC
20 South Clark Street, Suite 1500
Chicago, IL 60603-1824
(312) 739-4200
(312) 419-0379 (FAX)
courtecl@edcombs.com

pro hac vice to be applied for

Dulijaza (Julie) Clark (IL 6273353)
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC
20 South Clark Street, Suite 1500

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(312) 739-4200
(312) 419-0379 (FAX)
courtecl@edcombs.com

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EXHIBIT A

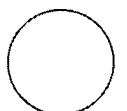


ABOUT US

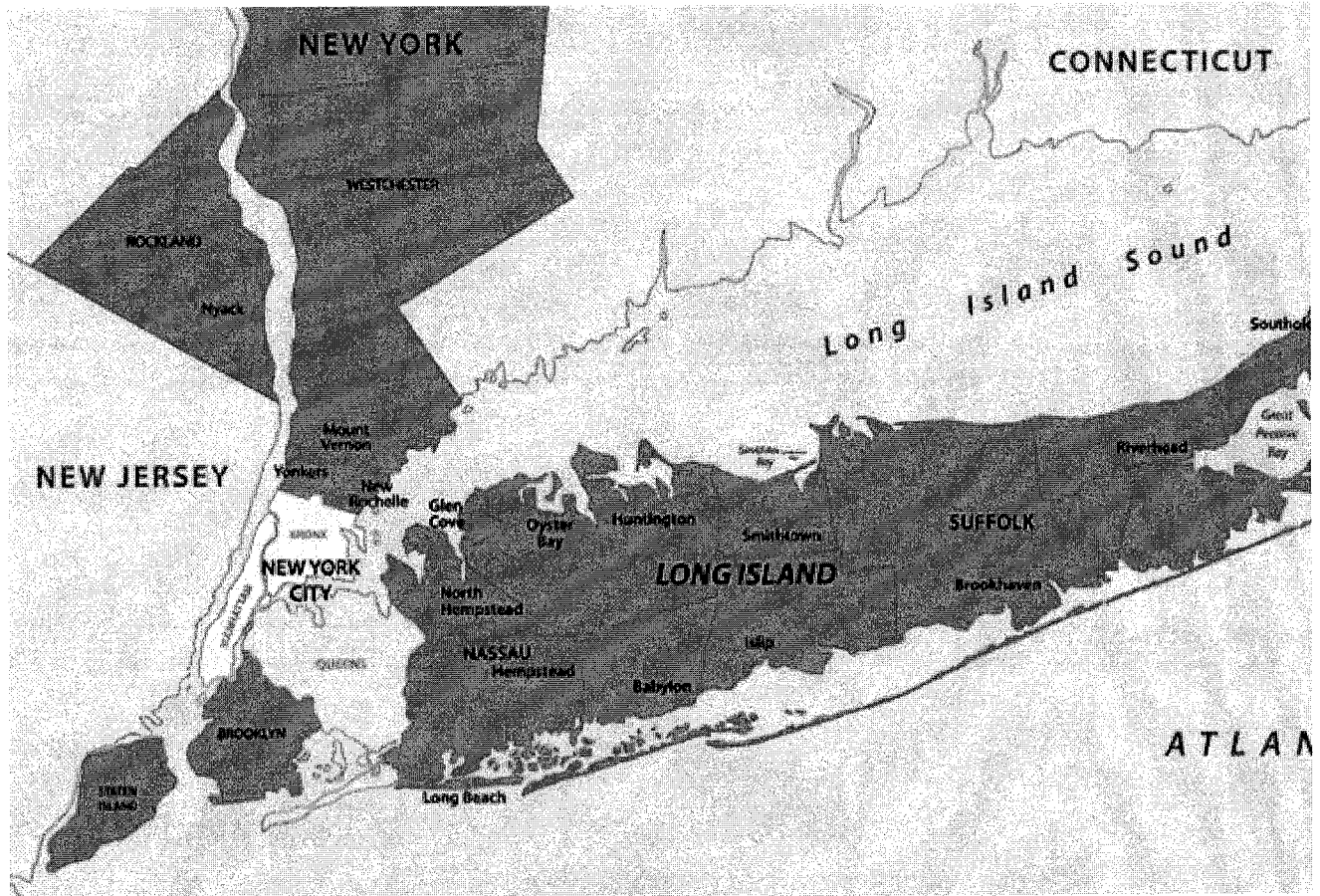
OUR SERVICES

OUR RADIOLOGY

Our Locations

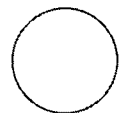


We are located at leading hospitals in the York area and we also read for many other tri-state area.



Long Island

Good Samaritan Hospital
1000 Montauk Hwy
West Islip NY 11795
+1 (631) 376-4027



Good Samaritan Women's Imaging

735 Montauk Highway
West Islip Ny 11795
+1 (631) 376-3000

Mercy Hospital

1000 N Village Ave
Rockville Centre NY 11570
+1 (516) 705-1301

Saint Catherine of Sienna Hospital

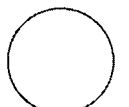
50 NY-25A
Smithtown NY 11787
+1 (631) 862-3222

Saint Catherine Diagnostic

500 Commack Road
Commack NY 11725
+1 (934) 223-7171

Saint Charles Hospital

200 Belle Terre Road
Port Jefferson NY 11777
+1 (631) 474-6163



Saint Francis Hospital
100 Port Washington Blvd
Roslyn NY 11576
+1 (516) 562-5000

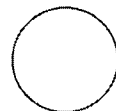
Saint Francis Diagnostic
2200 Northern Blvd
Suite 100C, East Hills NY 11548
+1 (516) 563-7100

Saint Joseph Hospital
4295 Hempstead Turnpike
Bethpage NY 11714
+1 (516) 579-2330

Brooklyn/ Bronx/ Queens/ Staten Island

Wyckoff Heights Medical Center
374 Stockholm Street
Brooklyn, NY 11237
+1 (718) 963-7272

BronxCare Health System
1650 Grand Concourse
Bronx, NY 10457
+1 (718) 590-1800



St. Barnabas Hospital
4422 Third Avenue
Bronx, NY 10457
+1 (718) 960-9000

St. John's Episcopal Hospital
327 Beach 19th Street
Far Rockaway, NY 11691
+1 (718) 869-7000

Richmond University Medical Center
355 Bard Avenue
Staten Island, NY 10310
+1 (718) 818-1234

Westchester County

Saint Joseph's Medical Center
127 South Broadway
Yonkers, NY 10701
+1 (914) 738-7000

Montefiore Mount Vernon Hospital
412 North 7th Avenue

Mount Vernon, NY 10550
+1 (914) 664-8000

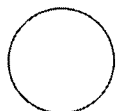
Montefiore New Rochelle Hospital
16 Guion Place New
Rochelle, NY 10801
+1 (914) 632-5000

St. John's Riverside Hospital
967 North Broadway
Yonkers, NY 10701
+1 (914) 964-4444

Rockland County/ Orange County

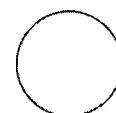
Montefiore Nyack Hospital
160 North Midland
Avenue Nyack, NY 10960
+1 (845) 348-2000

Good Samaritan Hospital
257 Lafayette Avenue Suffern,
NY 10901
+1 (845) 368-5000



Bon Secours Community Hospital
160 East Main Street
Port Jervis, NY 12771
+1 (845) 858-7000

St. Anthony Community Hospital
15 Maple Avenue
Warwick, NY 10990
+1 (914) 964-4444



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Empire State Radio
Administration/Bus
992 N. Village Ave.,
Phone: 718-223-46

Empire State Radiology is a **Radiology Partners** practice. References to RadPartners, Radiology Partners, and Radiology Partners are references to the various practices across the U.S. that are licensed to practice medicine and provide patient care.

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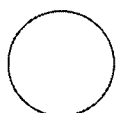


EXHIBIT B



ABOUT US

OUR SERVICES

OUR RADIOLOGY



Contact Empire State Radiology

Address

992 N. Village Ave.
Rockville Centre, NY
11570

Phone number

718-223-4685

Are you a patient?

[Find a location in your area.](#)



Your Feedback

Please contact us and let us know how we can assist you. All inquiries will be respon

NOTE: DO NOT USE THIS FORM FOR ANY QUESTIONS RELATED TO PATIENT CARE OR TO RE

Name

Phone Number

Email

Street Address

City

State

Zip

Message



SEND NOW



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Empire State Radiology
Administration/Business
992 N. Village Ave.,
Phone: 718-223-4600

Empire State Radiology is a [Radiology Partners](#) practice. References to RadPartners, Radiology Partners, or Radiology Partners practices across the U.S. that are licensed to practice medicine and provide patient care.

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EXHIBIT C



EXPLANATION OF REVIEW

Archive Copy

New York

Receive Date: 04/24/2023

Service Provider: [REDACTED] 2008

[REDACTED]
[REDACTED]
[REDACTED]

Claim Number: [REDACTED] 6-GN

Adjuster: coej3 - Jaimie Coe

Date Of Loss: 11/15/2022

Patient Account #: [REDACTED] 9557

Billing Provider: [REDACTED] 2008

EMPIRE STATE RADIOLOGY
PO BOX 784407
PHILADELPHIA PA 19178

Mail To Patient:

VAGLICA, NICHOLAS
[REDACTED]
[REDACTED]

Provider Title: MD

Provider Specialty: [REDACTED]

Carrier:

NATIONWIDE AFFINITY INSURANCE COMPANY OF AMERICA
PO BOX 26005
DAPHNE AL 36526

Dates Of Service: 04/06/2023 to 04/06/2023

ICD REF	ICD	POA	IND	DIAGNOSIS DESCRIPTION					
1	47.1		ICD-0	[REDACTED]					
LINE	DOS	PROC CODE	MOD	DESCRIPTION	UNITS	CHARGE	*PEN REDUCTION	PROVIDER REIMBURSE	EXPLANATION
1	4/06/23	[REDACTED]	26	Radiologic exam [REDACTED]	1	162.00	0.00	9.23	PPO1
ICD Ref 1									
Total Lines :		1				162.00	0.00	9.23	

If you have any questions regarding payment, please contact your insurance carrier.

If you have questions regarding this Explanation of Review, please contact our Customer Service Department at 877-444-8763.

For more convenient and cost-effective bill processing, electronic billing is available for your consideration. Please visit cccis.com/ebilling for more information.PO BOX 26005, DAPHNE, AL 36526
877.444.8763

Claim Number --	██████ 6-GN	Total Charges --	\$ 162.00	████████████████████
Billing Provider --	EMPIRE STATE RADIOLOGY	Total Reimbursement --	\$ 9.23	Archive Copy
Service Provider --	██████████████████			
Patient Name --	VAGLICA, NICHOLAS	Dates Of Service --	04/06/2023 - 04/06/2023	

Reimbursement Amount :	9.23
Apportionment % :	
Subtotal :	9.23
Less Deductible :	0.00
Limited Benefits/Copay :	0.00
Collateral Source/Healthcare Carrier Payment :	0.00
Plus Interest :	0.00
EOR Check Amount :	9.23
Allocated PIP Payment :	9.23
Allocated MedPay/Medical Expense Payment :	0.00

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF DOC_ID	REF LINE NUMBER
PPO1	Reduction based on your PPO contract		
<u>Modifier Code Summary</u>			
MODIFIER CODE	Description		
26	Professional Component		

If you have any questions regarding payment, please contact your insurance carrier.

If you have questions regarding this Explanation of Review, please contact our Customer Service Department at 877-444-8763.

For more convenient and cost-effective bill processing, electronic billing is available for your consideration. Please visit cccis.com/ebilling for more information.

PO BOX 26005, DAPHNE, AL 36526
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Printed On --

01-May-2023 12:20 pm

Page 2 of 4

Claim Number --	████████ 6-GN	Total Charges --	\$ 162.00	████████████████████
Billing Provider --	EMPIRE STATE RADIOLOGY	Total Reimbursement --	\$ 9.23	Archive Copy
Service Provider --	████████████████████			
Patient Name --	VAGLICA, NICHOLAS	Dates Of Service --	04/06/2023 - 04/06/2023	

*PPO is Applied. PPO reduction based on provider's contract with Magnacare.

Comments :No comments

If you have any questions regarding payment, please contact your insurance carrier.
 If you have questions regarding this Explanation of Review, please contact our Customer Service Department at 877-444-8763.
 For more convenient and cost-effective bill processing, electronic billing is available for your consideration. Please visit cccis.com/ebilling for more information.

PO BOX 26005, DAPHNE, AL 36526
 877.444.8763

Claim Number --	██████████ 6-GN	Total Charges --	\$ 162.00	██████████
Billing Provider --	EMPIRE STATE RADIOLOGY	Total Reimbursement --	\$ 9.23	Archive Copy
Service Provider --	██████████			
Patient Name --	VAGLICA, NICHOLAS	Dates Of Service --	04/06/2023 - 04/06/2023	

"If payment is due, check will be mailed under separate cover. Cashing this check will not forfeit your appeal rights. The amount shown should be considered full payment for service dates indicated, unless additional information is requested. **WARNING: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS, OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION."** APPEAL PROCESS: Please submit the following to the address listed below: 1. A copy of this Explanation of Reimbursement , 2. The reasons that you disagree with the reimbursement, 3. A copy of all supporting medical documentation concerning this appeal."

If you have any questions regarding payment, please contact your insurance carrier.

If you have questions regarding this Explanation of Review, please contact our Customer Service Department at 877-444-8763.

For more convenient and cost-effective bill processing, electronic billing is available for your consideration. Please visit cccis.com/ebilling for more information.

PO BOX 26005, DAPHNE, AL 36526
877.444.8763

Any person who knowingly and with intent to defraud an insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Melissa Ferrer
Nationwide Affinity Insurance Company of America
Claims Specialist II, Medical
P.O. Box 26005
Daphne, AL 36526
(Work) 833-458-2283
(Fax) 877-590-8188
FERREM2@nationwide.com

EXHIBIT D

THIS IS A BILL
Empire State Radiology



PATIENT: NICHOLAS VAGLICA
ACCOUNT: 9557
STATEMENT DATE: 06/22/2023

0994



01398

PAGE 1 OF 1

BILL SUMMARY

Total Payment Due

Your balance due is:

\$152.77

Payment Due By:

07/22/2023



Mobile Pay



Pay Online

pay.imaginepay.com/provider/ESR
please have your account number (above) ready



Pay By Mail

Send in your check along with
the payment coupon below.



Have questions about your bill?
Need to set up a payment plan?

Call us at (718) 223-4685 Monday - Friday, 9:00 AM - 6:00 PM EST

DATE	CPT - SERVICE DESCRIPTION	CHARGES	PAYMENTS	ADJUSTMENTS	PATIENT BALANCE
04/06/23	71046 - Radiologic examination, [REDACTED]	\$162.00			
05/11/23	Location of Service: [REDACTED] NATIONWIDE		\$9.23		
Patient Responsibility:					\$152.77
Total Due:					\$152.77

DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT USING THE ENCLOSED ENVELOPE

☐ Has your personal or insurance information changed?
Please check this box and indicate any changes on the reverse side.



P.O. Box 785742
Philadelphia PA 19178

! YOUR BALANCE IS PAST DUE

Your balance may be turned over to collections if payment is not received within 30 days. If needed please update your insurance on our website: pay.imaginepay.com/provider/ESR
If you have concerns about paying your balance, contact us to discuss available discounts and payment options.

STATEMENT DATE	ACCOUNT	PAY THIS AMOUNT	AMOUNT PAID
06/22/2023	9557	\$152.77	

000000000000ESR46955700000152779

01398



NICHOLAS VAGLICA

MAKE CHECK PAYABLE AND REMIT TO:

Empire State Radiology, P.C.
P.O. Box 785742
Philadelphia PA 19178-5742

FOR HOSPITAL OR OTHER FACILITY PATIENTS

YOU COULD RECEIVE TWO OR MORE BILLS FOR SERVICES PROVIDED

TOTAL DIAGNOSTIC OR TREATMENT COSTS

PHYSICIAN OR
PROVIDER'S FEEHOSPITAL CHARGES OR
OTHER FACILITY

This statement is not a duplicate charge, but a separation of
the facility and physician or provider's fees.
These services were provided while you were under our care, or at the
request of your other physicians or providers.

Your bill from the facility may include a separate charge for use of its equipment, supplies, and technical personnel. You may also receive bills from other physicians or providers who were involved with your care if you were a patient in a hospital or other facility. If you have any questions concerning your bill, please call our office and we will be happy to assist you.

Why did I receive two bills for radiology services?

Every visit involves both physician and hospital resources. This bill is for the radiologist's professional assessment of your imaging. The hospital or imaging center may send you a separate bill for the technical services provided at their location.

What is a radiologist?

A radiologist is a board-certified physician who specializes in diagnosis and treatment of disease using medical imaging. Radiologists are required to graduate from an accredited medical school, pass a license exam, and complete a four-year residency in post-graduate medical education. Many complete an additional one or two-year fellowship in a subspecialty of radiology.

Why did I receive a bill if I have insurance coverage?

The amount your plan pays is based on your plan benefits that your insurance utilizes to process your bill. The remaining balance shown is patient responsibility. If you believe your responsibility is not correct, please contact your insurance company. If your listed insurance plan is incorrect, please update your information immediately online or calling us at our customer care center.

IF YOU REQUIRE ASSISTANCE, YOU MAY CONTACT OUR OFFICE AT THE
PHONE NUMBER ON THE REVERSE SIDE.

"DETACH HERE AND RETURN BELOW STUB"

**IF WE DO NOT HAVE YOUR INFORMATION, OR IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR
LAST STATEMENT, PLEASE INDICATE...**

PATIENT INFORMATION

Your Name (Last, First, Middle Initial)		Date of Birth
Address		
City	State	Zip
Telephone		
Employer's Name		Telephone
Employer's Address		
City	State	Zip
Please indicate if Applicable:		Date of Injury
<input type="checkbox"/> AUTO ACCIDENT		
<input type="checkbox"/> WORKER'S COMPENSATION		

INSURANCE INFORMATION

Your PRIMARY Insurance Company's Name		
Primary Insurance Company's Address		
City	State	Zip
Policyholder Name	Date of Birth	Sex
Policyholder's ID Number	Group Plan Number	
Your SECONDARY Insurance Company's Name		
Secondary Insurance Company's Address		
City	State	Zip
Policyholder Name	Date of Birth	Sex
Policyholder's ID Number	Group Plan Number	

EXHIBIT E

Frost-Arnett Company
P.O. Box 198988
Nashville, TN 37219-8988
(844) 851-6944



To: Nicholas Vaglica
[Redacted]

8:00 a.m. and 7:00 p.m. Central Time, Monday through Thursday and
8:00 a.m. to 5:00 p.m. Central Time, Friday.
www.facpayments.com

Reference: [Redacted] 3970

September 20, 2023

Frost-Arnett Company is a debt collector. We are trying to collect a debt that you owe to Empire State Radiology. We will use any information you give us to help collect the debt.

Our information shows:

You had a balance from Empire State Radiology with account number [Redacted] 9217.		
As of 04/06/2023, you owed	\$	152.77
Between 04/06/2023 and today:		
You were charged this amount in interest: +	\$	0.00
You were charged this amount in fees: +	\$	0.00
You paid or were credited this amount toward the debt: -	\$	0.00
Total amount of the debt now:		\$152.77

How can you dispute the debt?

- **Call or write to us by November 01, 2023, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by November 01, 2023,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically at www.frostarnettconnect.com.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by November 01, 2023, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.frostarnettconnect.com.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.
- **Póngase en contacto con nosotros para solicitar una copia de este formulario en español.**

Notice:

See reverse side for important information.

Mail this form to:

P.O. Box 198988
Nashville, TN 37219-8988

(844) 851-6944

Nicholas Vaglica
[Redacted]
[Redacted]

How do you want to respond?

Check all that apply:

- ☐ I want to dispute the debt because I think:
- ☐ This is not my debt. ☐ The amount is wrong
 - ☐ Other (please describe on reverse or attach additional information.)
- ☐ I want you to send me the name and address of the original creditor
- ☐ I enclosed this amount: \$ [Redacted]

Make your check payable to Frost-Arnett Company. Include the reference number [Redacted] 3970.

- ☐ Quiero este formulario en español.

Frost-Arnett Company
PO Box 198988
Nashville TN 37219-8988



00000152770076583970

EXHIBIT F

NICHOLAS VAGLICA
[REDACTED]
[REDACTED]

October 3, 2023

Frost Arnett Company
PO Box 198988
Nashville TN 37219-8988

Reference Number: [REDACTED]3970

Dear Sir or Madam:

Thank you for your September 20, 2023 letter. I enclose a copy.

I dispute the validity of this \$152.77 Empire State Radiology debt.

This is not a valid debt because the Radiology services are covered by no fault and I have no financial responsibility.

Please send me information that shows that I owe the debt.

Thank You,



Nicholas Vaglica

EXHIBIT G



WESTERN NASSAU
830 STEWART AVE
GARDEN CITY, NY 11599-9998
(800)275-8777

10/03/2023 05:10 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.66
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Nashville, TN 37219
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Sat 10/07/2023

Certified Mail®			\$4.35
-----------------	--	--	--------

Tracking #:
70223330000197877355


Total			\$5.01
-------	--	--	--------

Grand Total:			\$5.01
--------------	--	--	--------

Cash			\$20.01
Change			-\$15.00

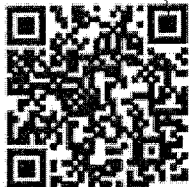
Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE 
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com> Pos
or scan this code with your mobile device.




or call 1-800-410-7420.

UFN: 359137-0097
Receipt #: 840-51170212-1-4505338-2
Clerk: 15

EXHIBIT H

PO Box 198988
Nashville TN 37219-8988
ADDRESS SERVICE REQUESTED

 **FROST-ARNETT**
SINCE 1898
(866) 698-6809

October 16, 2023

FROST-ARNETT COMPANY
PO Box 198988
Nashville TN 37219-8988



Nicholas Vaglica
[REDACTED]
[REDACTED]

**This is a communication from a debt collector.
This is an attempt to collect a debt.
Any information obtained will be used for that purpose.**

CONSUMER NUMBER: [REDACTED] 3970
AMOUNT DUE: \$152.77
CREDITOR: Empire State Radiology

RE: DISPUTE AND VERIFICATION

Dear Nicholas Vaglica:

This correspondence serves solely as a response to your dispute and request for verification ("Dispute") of the above-named account ("Account") pursuant to the 15 U.S.C. § 1692g of the Fair Debt Collection Practices Act ("FDCPA"). Upon receipt of your Dispute, our office immediately ceased active collection of your Account.

Our office has reviewed the information contained in your Dispute and contacted the creditor of the Account in an attempt to provide you with the verification you requested. The creditor sent us an itemization of your account that is attached as a response to your request for information and verification. All of the records from the creditor match those at our office, including, but not limited to your name, social security number, address and date of birth.

If you have additional evidence of any dispute you may still have, you may send it to our office at the address contained above. Please note that mailing of any information already received by this office will not require a new investigation. In accordance with federal law, we will continue collection efforts on behalf of the creditor after mailing this response.

1TTFROS148DIS21-554412251

NOTICE: When you send a check, you authorize us either to make a one-time electronic fund transfer from your account, which may be withdrawn as soon as the same day we receive your payment, or to process the payment as a check transaction. You must give a copy of this notice to any third-party paying your bill besides you. You also authorize us to collect a fee from your account for insufficient funds, but only if allowed by law and for the amount allowed by the applicable state law.

FROST-ARNETT COMPANY ♦ P.O. BOX 198988 NASHVILLE, TN 37219-1988 ♦ (866) 698-6809

EMPIRE STATE RADIOLOGY
 2330 Utah Ave
 EL SEGUNDO, CA 90245-4817
 Phone: (718)223-4685
 Fax:
 Tax ID:

Date Created: Wednesday, October 11, 2023 9:47 AM

Patient: ■9557 - VAGLICA, NICHOLAS

DATE	REF	DOCTOR	DOCTOR	PROCEDURE	MODIFIER	ICD	CHARGES	PAYMENTS	ADJUSTMENTS	BALANCE	PAYSOURCE
04/06/2023	■	■	■	■	26	U71	\$162.00				
				Radiologic examin							
05/04/2023				Payment				\$9.23	\$0.00		NATIONWIDE
09/15/2023				FROST ARNETT				\$0.00	\$152.77		Write Off
							\$162.00	\$9.23	\$152.77	\$0.00	
Account Total:							\$162.00	\$9.23	\$152.77	\$0.00	

NASHVILLE TN 370

20 OCT 2023 PM 3 L

P.O Box 198988
NASHVILLE, TN 37219

Nas

Nicholas Vaglica



11801-651216